

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILE FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

STATE OF TEXAS

§

§

COUNTY OF TARRANT

§

This instrument is entered into this 15th day of June, 2010, between **Langston Mineral Partners, LP**, a Texas limited partnership, **Carolyn Langston Mathis and Cynthia Langton Schmiediche**, (collectively "Lessor"), and **Quicksilver Resources Inc.**, a Delaware corporation, **WPM Minerals, LLC**, a Texas limited liability corporation and **T.S.C. Oil & Gas Inc.**, a Texas corporation (collectively, "Lessee").

WHEREAS,

- i. Larry J. Langston, et al. have heretofore executed that certain Oil, Gas and Mineral Lease dated August 29, 2001, to Argali Resources (the Lease"), covering 210.0075 acres, a copy of which is recorded at Volume 15109, Page 17 of the Official Records of Tarrant County, Texas.
- ii. Larry J. Langston, et al. have heretofore executed an Amendment of Oil, Gas and Mineral Lease dated effective May 1, 2003 to Progress Fuel North Texas Gas, LP (the "Amendment") a copy of which is recorded at Volume 17061, Page 16 of the Official Records of Tarrant County, Texas.
- iii. Lessor is the successor in interest to Larry J. Langston, et al. with respect to the Lease.
- iv. Contemporaneously with the execution of this instrument, the undersigned Lessee, will or will have executed that certain Partial Release of Oil and Gas Lease wherein such parties have released the Lease as to 130.0075 acres described therein, reserving all of their rights under the Lease as to approximately 80 acres of land (the "Leased Premises") around the Lonzo-Medlin No. 3 Well (RRC ID # 198318).
- v. The undersigned parties wish to amend the Lease in certain particulars.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lessor shall not be under any obligation to secure or obtain the partial release referred to in recital iv. above and makes no warranty in this regard.
2. Lessor acknowledges and agrees that the Lease, insofar as it covers 80 acres, remains in full force and effect as to the Leased Premises and shall remain in full force and effect through April 15, 2012. Lessee may maintain the Lease in effect after the aforementioned date in accordance with the applicable provisions contained in the Lease, as amended hereby.
3. Lessor hereby agrees to amend the Lease as follows:
 - (a) Paragraph 24 of Exhibit "B" to the Lease shall be deleted in its entirety. As a result, Lessee shall have the right to pool acreage covered by the Lease with other lands and leases in accordance with paragraph 4 of the printed portion of the Lease.
 - (b) Paragraph 23 of Exhibit "B" to the Lease shall be deleted and replaced with the following: "It is understood and agreed that on April 15, 2012, this Lease shall automatically terminate as to all rights lying below the stratigraphic equivalent of one hundred feet (100') below the base of the Barnett Shale formation.
 - (c) In the event that Lessee wishes to include any portion of the leased premises in a pooled unit pursuant to the authority granted in paragraph 4 above, such unit may not exceed 352 acres in size unless a drilling and spacing unit of a larger size is prescribed or permitted by the Railroad Commission of Texas based upon the number of wells proposed to be drilled thereon and the length of the lateral components of all such wells. Lessee will provide Lessor a file marked copy of the designation of Pooled Unit within thirty days of filing the same in the Official records of Tarrant County. The leased premises cannot be removed from a producing unit without Lessor's prior written consent.
4. Lessor does hereby ratify, adopt, and affirm said Lease, insofar as it covers 80 acres, as to all the terms, provisions and conditions contained therein (as amended hereby), and does hereby lease, grant, demise and let all of its interest in the Leased Premises unto Lessee, its successors and assigns, subject to and in accordance with all of the terms and provisions contained in the Lease and the Amendment (as modified hereby).
5. This Amendment may be executed as one document signed by all parties or the parties named herein may join by execution of any number of counterparts or ratifications, with the same effect as if all parties executed this single instrument. Executed signature and acknowledgment pages from different originals of this Amendment may be combined to form a single original for recording purposes.

EXECUTED effective the date first written above.

LESSOR:

Langston Mineral Partners, LP:

By: Langston Management Co, LLC,
a limited liability company, its General Partner

By: Barbara J. Langston
Barbara J. Langston, Manager

Carolyn Langston Mathis
Carolyn Langston Mathis

LESSEE:

Quicksilver Resources Inc.
Delaware Corporation

By: Kathleen A. Boone
Kathleen A. Boone, Attorney-in-Fact

WPM Minerals, LLC, a Texas
limited liability corporation

By: _____

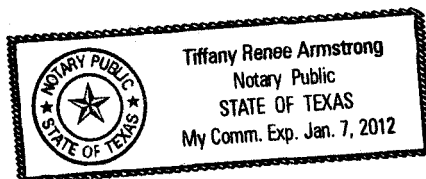
Cynthia Langston Schmiediche
Cynthia Langston Schmiediche

T.S.C. Oil & Gas, Inc., a
Texas Corporation

By: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

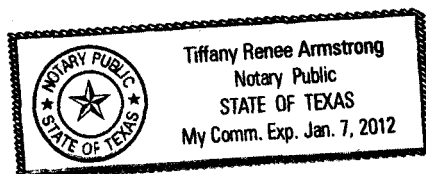
This instrument was acknowledged before me on the 19 day of June, 2010, by Barbara J. Langston, Manager of the Langston Management Co., LLC, a Texas limited liability company, General Partner of Langston Mineral Partner, LP, a Texas limited partnership, on behalf of said partnership.



Tiffany Renee Armstrong
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Tarrant §

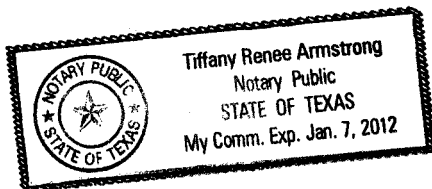
This instrument was acknowledged before me on the 19 day of June, 2010, by Carolyn Langston Mathis.



Tiffany Renee Armstrong
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Tarrant §

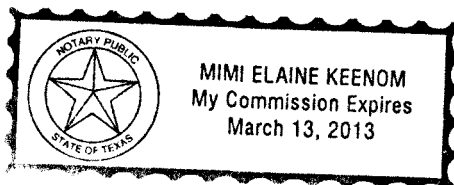
This instrument was acknowledged before me on the 19 day of June, 2010, by **Cynthia Langston Schmiediche**.



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 23 day of June, 2010, by Kathleen A. Boone, the Attorney-in Fact for **Quicksilver Resources Inc., a Delaware Corporation**, on behalf of said entity.



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____ the _____ of **WPM Minerals, LLC**, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, the _____ of T.S.C. Oil & Gas, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public, State of Texas

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

KIRK D SIMMONS
3601 NE LOOP 820 STE 108
FT WORTH, TX 76137

Submitter: KIRK D SIMMONS

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 8/4/2010 2:06 PM

Instrument #: D210188804

LSE

6

PGS

\$32.00

By: _____

Suzanne Henderson

D210188804

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL